



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 22, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED EMERGENCY FLOOD CONTROL AND  
ROAD MAINTENANCE FACILITIES REPAIR PROGRAM  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contracts for the As-Needed Emergency Flood Control and Road Maintenance Facilities Repair Program in an annual aggregate sum not to exceed \$1,000,000 to W. M. Lyles Co., located in Fresno, California; and Steve Bubalo Construction Co., located in Monrovia, California. These contracts will be for a term of one year commencing upon Board approval with four 1-year renewal options, not to exceed a total of five years. Financing for these services is included in Public Works' 2006-07 Flood and Road Fund budgets.
3. Delegate authority to the Director of Public Works to execute these contracts; to renew them for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions at the conclusion of each final contract term not exceeding a total of six months, for the convenience of the County; and to terminate these contracts, if, in the opinion of the Director, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to award contracts for the as-needed emergency repair services of flood control and road maintenance facilities for Public Works. The Program is designed to provide emergency repair crews with appropriate equipment to repair flood control and road maintenance facilities when our crews are unable to respond to an emergency. The work to be performed will consist of emergency repairs to damaged channel walls, channel inverts, channel access roads and ramps, channel drop structures, catch basins, inlet structures, corrugated metal pipes, reinforced concrete pipe and boxes, paved streets, road shoulders and slopes, road culverts and swales, dip crossings, improved and unimproved sidewalks, parkways, and bridges.

### **Implementation of Strategic Plan Goals**

The award of these contracts is consistent with the County Strategic Plan Goal of Organizational Effectiveness as the contractors have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

These contracts are for an annual aggregate amount not to exceed \$1,000,000. This amount is based on the unit prices/hourly rates quoted by the contractors and our estimated annual utilization of the contractors' services.

Financing for these services is included in Public Works' 2006-07 Flood and Road Fund budgets. In addition, should an unanticipated need arise in other Public Works funds, we will finance these services from the appropriate fund source. Total annual expenditures for these services; however, will not exceed the amounts approved by your Board. There will be no impact on net County cost.

These contracts allow a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing these contracts, which will be substantially similar to Enclosure A, each contractor will sign. County Counsel has reviewed these contracts as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed, intermittent basis, and hence these contracts are not Proposition A contracts (Los Angeles County Code Chapter 2.121).

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from CEQA as specified in the State CEQA Guidelines, Section 15301, Class 1 as these services consist of repair work to existing public facilities.

### **CONTRACTING PROCESS**

On February 9, 2006, Public Works solicited proposals from 307 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

Pursuant to the applicable memorandum of understanding, the RFP of these contracted services was submitted on February 8, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On March 13, 2006, three proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One proposal was disqualified for failure to properly complete Form PW-2, Schedule of Prices, as required in the RFP. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included proposed price, experience, work plan, financial resources, and references. Based on this evaluation, it is recommended that contracts be awarded to the highest-rated contractor, W. M. Lyles Co., and the second highest-rated contractor, Steve Bubalo Construction Co. By utilizing multiple contractors, Public Works can respond in a timely manner to emergency repairs that may be needed on its facilities. Work will be assigned beginning with W. M. Lyles Co., but if said contractor is not capable or available to perform the work within Public Works' time frame, the work will then be assigned to Steve Bubalo Construction Co.

Enclosure C reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

As requested by your Board, the contractors have submitted safety records that reflect that activities conducted by the contractors in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractors will not be requested to perform services that will exceed the contracts' approved amount, scope of work, terms and conditions, and/or duration.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
June 22, 2006  
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**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

# Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

---

W. M. LYLES CO.

FOR

AS-NEEDED EMERGENCY FLOOD CONTROL AND  
ROAD MAINTENANCE FACILITIES REPAIR PROGRAM

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual**

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AGREEMENT FOR  
AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE  
FACILITIES REPAIR PROGRAM

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and W. M. LYLES CO. , a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 13, 2006, hereby agrees to provide services as described in the attached specifications for As-Needed Emergency Flood Control and Road Maintenance Facilities Repair Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this program an aggregate annual amount in excess of \$1,000,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill for all work performed on a job-by-job basis. Work performed shall be billed at the hourly and/or daily rates quoted in Form PW-2, Schedule of Prices.

SIXTH: Any labor and/or equipment used for the work for which an hourly and/or daily unit rate is not quoted on Form PW-2, Schedule of Prices, shall be billed according to the CONTRACTOR'S published rate list, which shall be valid for the first one-year term of this Contract. The CONTRACTOR shall provide its published rate list annually at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted on Form PW-2, Schedule of Prices, for labor and equipment. Rented equipment, materials, and disposal fees shall be billed at cost plus a 10 percent processing fee.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall contain the following information: location(s) where work was performed and a detailed description of the work that was performed. Include the name and telephone number of the Public Works Representative who requested the work; date(s) the work was performed; County-assigned Contract number; a detailed statement of all labor, equipment, and materials used; and copies of invoices for laboratory fees, rented equipment costs, and materials costs. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

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ELEVENTH: The Director shall adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

FIFTEENTH: As part of the solicitation/evaluation process relative to this Contract solicitation, the COUNTY determined that W. M. Lyles Co. was the highest-rated proposer and Steve Bubalo Construction Co. was the second highest-rated proposer. Accordingly, the COUNTY intends, at its sole option, to utilize the following process for assignment of work. First, the COUNTY intends to assign work to W. M. Lyles Co., but if said contractor is not capable or available to perform the work within the COUNTY'S time frame, the COUNTY will assign work to Steve Bubalo Construction Co. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, that the COUNTY may enter into other contracts for the performance of the same or similar services, and that CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

W. M. LYLES CO.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

# Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

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STEVE BUBALO CONSTRUCTION CO.

FOR

AS-NEEDED EMERGENCY FLOOD CONTROL AND  
ROAD MAINTENANCE FACILITIES REPAIR PROGRAM

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FACILITIES REPAIR PROGRAM

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THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this program an aggregate annual amount in excess of \$1,000,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill for all work performed on a job-by-job basis. Work performed shall be billed at the hourly and/or daily rates quoted in Form PW-2, Schedule of Prices.

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SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall contain the following information: location(s) where work was performed and a detailed description of the work that was performed. Include the name and telephone number of the Public Works Representative who requested the work; date(s) the work was performed; County-assigned Contract number; a detailed statement of all labor, equipment, and materials used; and copies of invoices for laboratory fees, rented equipment costs, and materials costs. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

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TWELFTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

FIFTEENTH: As part of the solicitation/evaluation process relative to this Contract solicitation, the COUNTY determined that W. M. Lyles Co. was the highest-rated proposer and Steve Bubalo Construction Co. was the second highest-rated proposer. Accordingly, the COUNTY intends, at its sole option, to utilize the following process for assignment of work. First, the COUNTY intends to assign work to W. M. Lyles Co., but if said contractor is not capable or available to perform the work within the COUNTY'S time frame, the COUNTY will assign work to Steve Bubalo Construction Co. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, that the COUNTY may enter into other contracts for the performance of the same or similar services, and that CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

STEVE BUBALO CONSTRUCTION CO.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## SCOPE OF WORK

## AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE

## FACILITIES REPAIR PROGRAM

A. Public Works Contract Managers

Public Works Contract Manager for Flood Control facilities will be Mr. Ron Lacayo of Flood Maintenance Division, who may be contacted at (626) 458-4114, e-mail address: [lacayo@ladpw.org](mailto:lacayo@ladpw.org), Monday through Thursday, 7 a.m. to 5 p.m. The Public Works Contract Manager for Road Maintenance facilities will be Mr. Niall Moynihan of Road Maintenance Division, who may be contacted at (626) 458-3982, e-mail address: [nmoynihan@ladpw.org](mailto:nmoynihan@ladpw.org), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Managers may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Managers and the PWRs are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers and/or PWRs. The Contractor will be notified in writing when there is a change in Contract Managers or PWRs.

B. Work Location

Anywhere within the County of Los Angeles.

C. Work Description

The work to be performed under these Specifications is to provide as-needed emergency repair services of flood control and road maintenance facilities for Public Works. Flood control facilities repairs may be needed on channel walls, channel inverts, channel access roads and ramps, channel drop structures, catch basins, inlet structures, corrugated metal pipes (CMP), and reinforced concrete pipe and boxes. Road facilities repairs may be needed on paved streets, road shoulders and slopes (embankments), road culverts and swales, dip crossings, improved and unimproved sidewalks, parkways, and bridges. The Contractor shall be required to restore the jobsites to their original state prior to damage.

Contractor shall respond to Public Works request to perform needed repairs 24 hours a day, seven days a week, including holidays, in response to emergencies arising from flood control or road facilities failures and as directed by Public Works.

Contractor shall have and at all times maintain a valid California Class A Engineering Contractors' License. Notwithstanding the time to cure default set forth in Exhibit B, Section 2.Z, Default and Termination, the Contractor's failure to maintain such license is grounds for immediate termination of this Contract.

D. Award of Work

1. If more than one contract is awarded for these services, the appropriate PWR will assign the work beginning with the highest evaluated Contractor. In the event that there is an emergency and the highest evaluated Contractor selected is not capable or is not available to do the work within the County's time frame, the County will offer the work to the next highest evaluated Contractor and so forth until a Contractor is found to be available and capable to accomplish the work.
2. Due to the nature of this emergency work, the County does not guarantee that any or all contractors will receive work under this Contract. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.

E. Repair Specifications

Work shall be performed or executed in accordance with these Specifications and the following:

1. Standard Specifications for Public Works Construction, 2003 or later edition, including all updates, published by BNI Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, Telephone (800) 873-6397.
2. Additions and Amendments to The Standard Specifications for Public Works Construction, 2000 or later edition, published by the County of Los Angeles. This document is available for purchase at the Cashier's Office in the Public Works Headquarters Building, 900 South Fremont Avenue, Alhambra, California 91803-1331. For further information regarding purchase of this publication, call (626) 458-6959.

F. Hours and Days of Service

Hours of services shall be 24 hours a day, seven days a week, 365 days a year, including holidays. **No overtime will be paid under this Contract.**

Holidays observed by the County:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King, Jr. Day	Labor Day	Day after Thanksgiving
Presidents' Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

G. Equipment and Materials

The Contractor shall supply all equipment and materials required to perform these requested services. Public Works will not be liable or responsible for any damage by whatever means or for theft of supplies or equipment from jobsites.

Public Works will reimburse the Contractor for the cost of materials plus a 10 percent processing fee upon receipt of an invoice with attached material receipts for a particular job.

H. Leasing or Rental of Equipment

The Contractor shall seek the approval of a PWR prior to any equipment rental.

Public Works will reimburse the Contractor for the cost of rented/leased equipment plus a 10 percent processing fee upon receipt of an invoice with attached rental/lease receipts for a particular job.

I. Utilities

The County will not provide utilities.

J. Storage Facilities

The County will not provide storage facilities for the Contractor.

K. Removal of Debris

All debris derived from the services specified herein shall be removed from Public Works' property and legally disposed of on a permanent basis only at disposal facilities licensed to accept such waste materials. Public Works will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent processing fee upon the receipt of an invoice with attached dump tickets.

L. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

M. Special Safety Requirements

1. General Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all



applicable Cal/OSHA, Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

The Contractor's employees shall wear hard hats, suitable clothing, gloves, and footwear with slip resistant outer sole while at Public Works' jobsites.

## 2. Confined Spaces

- a. Due to the hazards associated with confined spaces and work in flood control facilities that may require it, the Contractor shall comply with the California Labor Code; Title 8, Industrial Relations; Division 1, Department of Industrial Relations; Chapter 4, Safety; Division of Industrial Safety; Subchapter 7, General Industry Safety Orders; Group 16, Control of Hazardous Substances; Article 108, Confined Spaces. Personnel will be trained with applicable California regulations.
- b. Public Works protects its employees working in storm drain facilities, subdrain vaults, or any confined space area by following the procedures in the Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual (Exhibit E). The Contractor shall follow Flood Maintenance Division's Confined Space Manual.
- c. Before beginning work, the Contractor shall provide Public Works with a copy of the Contractor's Injury Illness Prevention Program. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program.

## N. Traffic Control

Contractor shall provide traffic control that conforms to the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones wherever work operations encroach upon public streets or highways, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. Contractor shall also ensure all work complies with the applicable Cal/OSHA regulations.

O. Responsibilities of the Contractor

Contractor shall:

1. Maintain a 24 hours a day, seven days a week response capability, including holidays.
2. Respond immediately to emergency requests to repair damaged flood control and road maintenance facilities.
3. Have, once work is accepted, a responsible individual at the jobsite within one hour plus travel time; a repair crew at the jobsite within two additional hours plus travel time; and upon Public Works' request, work around the clock until the job is completed.
4. Provide all labor, equipment, tools, power, materials, supervision, etc., required to perform the necessary flood control and road maintenance facility repairs and any necessary cleaning of the jobsite to restore it to a condition acceptable to PWR.
5. Ensure Contractor's on-site supervisor has a minimum of five years' experience in flood control and/or road facilities repair work.
6. Furnish security for all equipment and material used at jobsites during both working and nonworking hours.
7. Ensure that its personnel have the necessary experience and knowledge to perform repairs before they are assigned to a job.
8. Perform the emergency repair services expeditiously and in consideration of the community affected, avoiding unnecessary traffic hardships. After the job is completed, Contractor shall make sure that a thorough and orderly clean up of the jobsite is performed.

P. Responsibilities of Public Works

Public Works will:

1. Determine the need for and type of repair work needed.
2. Obtain the necessary permits from pertinent regulatory agencies to perform the repair work.
3. Work with the Contractor to document and agree on the daily use of resources to streamline invoice review/approval process.

4. Determine the need for, and provide, jobsite inspection.
5. Estimate shutdown time and schedule and coordinate shutdown time with all agencies involved.

Q. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

R. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

S. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each day after the Contractor accepts Public Works' request for work and (1) fails to have a responsible individual at the jobsite within one hour plus travel time; and/or (2) fails to have a repair crew at the jobsite within two additional hours plus travel time; and/or (3) an additional \$500 for each day for failure to work around the clock upon Public Works request until the job is completed.

## SERVICE CONTRACT GENERAL REQUIREMENTS

### SECTION 1

#### INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.



H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
  - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to [fraud@auditor.co.la.ca.us](mailto:fraud@auditor.co.la.ca.us) and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an

assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

- ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
  - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.



- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by

delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president,

secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all

County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## SECTION 3

### GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
- 2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.



## SECTION 4

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

#### B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall

not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
  - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is

aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
  - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

## SECTION 5

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall

have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

## SECTION 6

### CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's



definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 7

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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# Department of the Treasury

## Internal Revenue Service

### Notice 1015

(Rev. December 2003)

## Have You Told Your Employees About the Earned Income Credit (EIC)?

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### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

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**Notice 1015**  
(Rev. 12-2003)

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**

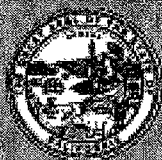


**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

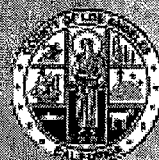
**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Clara Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



**FLOOD MAINTENANCE DIVISION'S  
CONFINED SPACE ENTRY PERMIT AND CONFINED SPACE MANUAL**

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## **INTRODUCTION**

The intent of this Manual is to comply with the philosophy of good safety practice and the explicit requirements of safety orders and to exceed the CAL/OSHA Safety Orders where added protection is warranted.

This confined space manual is meant to supplement and expand the Department's G114 Safety Directive. All employees working in confined spaces shall be familiar with directive G114.

The policy concerning work in confined space is intended to:

1. Minimize exposure to hazardous atmospheric conditions.
2. Maintain continuous communications with workers inside confined spaces.
3. Require a "buddy" system for personnel proceeding through permit-required confined space.
4. Provide safety and emergency equipment and training in its use.

These Safety Instructions apply to all Flood Maintenance Division employees entering a confined space facility.

Note: This manual supersedes the 1994 version and its amendments.

## **POLICY**

Employees assigned to inspect or work in a confined space facility shall be trained in the use of Respirators, Gas Monitoring Equipment, Confined Space training (8 Hour), Traffic Control (4 Hour minimum) and Hazpower training with annual refresher training as required by this Manual.

All rescue service personnel will be trained in Cardiopulmonary Resuscitation (CPR) and First Aid and that at least one member of the rescue team shall hold a current certificate in First Aid and CPR.

Non-Department personnel shall not be permitted in a confined space facility unless their entrance has been authorized by the on site Flood Control Construction Supervisor (FCCS).

## **CONFINED SPACE**

### **Definition of a Confined Space:**

1. Is large enough and so configured that an employee can bodily enter and perform assigned work; and
2. Has limited or restricted means for entry or exit; and
3. Is not designed for continuous occupancy.

#### **Examples:**

1. pump plants - sump area
2. storm drains
3. tunnels
4. channel subdrains

### **Atmospheric Hazards possible in a Confined Space**

An atmosphere, which exposes employees to a risk of death, incapacitation, injury or illness from one or more of the following:

1. Atmospheric Oxygen concentration below 19.5 percent or above 23.5 percent.
2. Atmospheric concentration of a substance in excess of its OSHA Permissible Exposure Limit (PEL):

#### **Examples:**

1. carbon monoxide
  2. hydrogen sulfide
  3. welding fumes
  4. paint vapors
3. Flammable gas, vapor or mist in excess of ten percent (10%) of its Lower Explosive Limit (LEL):

#### **Examples:**

1. methane (natural gas)
  2. propane
  3. fuel/solvent vapors
4. Airborne combustible dust of a concentration that meets or exceeds its PEL, (obscures vision at a distance of approximately five feet or less).
  5. Any atmospheric condition recognized as immediately dangerous to life or health (IDLH).

## **"NON-PERMIT" CONFINED SPACE - DEFINITION**

Confined space operations subject to CAL/OSHA regulations can be categorized into "Non-permit" and "Permit-required" confined space activities.

"Non-permit" confined space - A confined space that does not contain, or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm. The area can be entered without an attendant on hand to perform minor maintenance work provided the atmosphere has been tested prior to entry and the air testing results are recorded on a sign-in sheet.

Minor maintenance work includes routine inspection and maintenance tasks not expected to introduce airborne hazards.

Examples:

1. tightening a packing nut
2. working on electrical systems
3. test run engines
4. take leakage measurements
5. make valve adjustments

Facilities that meet the "Non-permit" space criteria:

Pump Plants/Pump stations-road underpass  
Pressure reducing vaults  
Injection well vaults  
San Gabriel Dam Tunnel  
San Gabriel Dam Silo  
Catch basins

## **"NON-PERMIT" SIGN-IN SHEET**

A "Non-permit" entry permit will authorize employee(s) to enter and perform routine maintenance as indicated on the "non-permit" sign-in sheet.

Work performed in a "Non-permit" confined space facility does not require an attendant.

**Caution** - When entering the facility the employee(s) must test or atmospheric conditions which consist of oxygen deficiency, flammable gas (LEL), hydrogen sulfide and carbon monoxide. Test results shall be recorded on the "Non-permit" sheet. All work assignments exceeding one (1) hour, require continuous test readings.

1. Pump plants/Underground and Pressure Reducing Vaults/Pump Plants at road underpasses

Pump plants (engine room), underground pressure reducing vaults and pump plants at road underpasses are classified as "Non-permit" confined space facilities.

Pump plants - In addition to work in the engine room, an employee(s) can proceed no lower than the catwalk level in the sump room when a stairway is available. Before descending into the sump area, the individual(s) must test for atmospheric conditions and perform continuous monitoring while in the sump area.

2. San Gabriel Dam Tunnel

The tunnel is classified as a "Non-permit" confined space facility.

In addition to performing maintenance tasks along the catwalk and upper landing (donut area), an employee can proceed down into the bay areas (between concrete penstock columns) for inspections.

**Caution** - Continuous test readings are required while occupying the tunnel.

3. San Gabriel Silo

The silo is classified as a "Non-permit" confined space facility.

4. Catch Basin

A catch basin is classified as a "Non-permit" confined space facility.

## **"NON-PERMIT" SIGN-IN SHEET (CONT.)**

When the vertical height exceeds 20 feet, a harness, lifeline and tripod must be used as fall protection during entry and exit from the catch basin.

"Non-Permit" entry permits have been prepared for:

1. Pump Plants
2. Vaults
3. San Gabriel Tunnel
4. San Gabriel Silo
5. Catch Basins

See appendix for copies of the prepared permits.



## **PERMIT-REQUIRED CONFINED SPACE - DEFINITION**

"Permit-required" Confined Space - A confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or a floor which slopes downward and tapers to a smaller cross-section.
4. Contains any other recognized serious safety or health hazard.

Examples:

Pump plant-sump cleanout  
Storm drains  
Channel sub drains  
Cogswell Dam discharge tunnel

### **Note:**

These areas, which can expose an employee(s) to a risk of death, incapacitation or injury, must be entered with the aid of a crew trained to work in confined spaces as required in the individual permit.

Major maintenance work that would be expected to produce an atmospheric hazard in a facility mandates a "Permit-required" entry permit. Tasks would include painting, hotwork (welding), using an internal combustion engine, cleaning a pump plant sump, etc.

## **"PERMIT-REQUIRED SIGN-IN SHEET"**

A "Permit-required" entry permit will authorize personnel to enter a confined space to perform a high-risk task, provided all the provisions of the entry permit are followed.

**Caution** - When entering the facility the employees must test for atmospheric conditions. Test results shall be recorded on the "Permit-required" sheet. All work assignments require continuous test readings.

An attendant must be on duty outside the permit space.

Airflow requirements:

When painting or welding, 2000 cfm of air per man is required, or four (4) air changes per hour.

Work performed in a "Permit-required" confined space requires personnel to be trained in confined space entry and the use of gas monitoring equipment.

### **1. Pump Plants - Sump Area**

Pump plant sump areas are classified as "Permit-required" when performing tasks such as painting, hotwork (welding), removing debris from sump invert.

### **2. San Gabriel Dam Tunnel and Silo**

The tunnel and silo areas are classified as "Permit-required" when performing tasks such as sandblasting, painting and hotwork (welding).

"Permit-required" entry permits have been prepared for:

- 1. Pump Plants - Clean sump area**
- 2. Various Facilities - hotwork (welding)**  
    - painting - to be developed
- 3. Storm Drains - inspections**  
    - cement work  
    - major cleanout
- 4. Catch Basins - cement work**
- 5. Cogswell Dam - Water Filtration System Chamber**

See appendix for copies of the prepared permits.

## **STORM DRAIN INSPECTIONS**

Storm drain inspections shall require a minimum of six crew members, qualified to work in confined space. The crew size is based on the criteria that each truck is equipped with a hand held CWIRS radio and/or cell phones which will be used by the attendant at each manhole shaft. It is the responsibility of the attendant to summons Emergency Medical assistance by following the confined space manual guidelines under Requiring Emergency Assistance.

Note: Continuous Inspections in storm drains less than 42 inches in diameter will be prohibited.

Before work is performed, provisions shall be made for ready entry and exit.

Entry supervisor must know hazards of the confined space, verify that all tests are conducted and all procedures and equipment are in place, and verify that rescue services are available.

### **A. Vehicles -**

Vehicles shall be parked in the traffic lane in the direction of traffic – see Figure 1, Page 13.

Traffic control devices (arrow boards, high rise flag stands and cones) shall be positioned as needed to direct traffic around the work area in accordance with State of California Manual of Traffic Control Handbook.

### **B. Personal Equipment Requirements -**

Each crew member entering a manhole shall be equipped with:

1. hard hat
2. full body harness
3. explosion proof flashlight
4. gloves
5. reflectorized orange vest or orange shirt\*
6. rubber boots with anti-slip devices if necessary
7. one, 10-minute escape air pack
8. a gas monitor for every inspection team

\*All members of the crew shall be required to wear either a traffic vest, orange coveralls or orange shirt.

Note: Reflectorized orange vests must be worn at night or low light conditions.

## **STORM DRAIN INSPECTIONS (CONT.)**

### **C. Monitoring for hazardous atmosphere -**

Before the cover is removed, a test shall be performed to determine if there is an oxygen/LEL hazard. Once it is determined safe, the cover is removed. The manhole shaft shall be tested for an atmospheric condition and the test results recorded on the permit. Air tends to stratify in a confined space; be sure to measure at various levels (heights), not to exceed four 4 feet apart.

Test shall be taken in the following order:

- a. oxygen content
- b. flammable gas (LEL)
- c. hydrogen sulfide
- d. carbon monoxide

**Note:** If any one of the four elements test positive, or a hazardous material spill is suspected in the drain, entry is NOT permitted until such time the area becomes safe (see forced ventilation).

### **D. Safety Equipment -**

Tripod equipped with a self-retracting lifeline shall be positioned above the manhole opening, used as fall protection during entry into and exiting, and including rescues.

### **E. No Smoking -**

Smoking within ten 10 feet of the entrance to the manhole is prohibited.

### **F. Method of Inspection -**

Two Hole Open Continuous Inspection:

Continuous inspection crew size consists of the following: One attendant and spotter located at each of the open manholes and a two-person inspection crew walking the drain.

Continuous Inspection –

A continuous inspection as shown in Figure 1, Page 13, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 2). Employees (A) & (F) - are stand-by attendants outside the manhole, ready to give assistance.

Attendants shall have a minimum of two, 30- to 60-minute SCBA's and a stretcher readily available.

## **STORM DRAIN INSPECTIONS (CONT.)**

The attendant may enter the manhole, but only after being relieved by another qualified employee who will perform the duties of an attendant.

Manholes (Nos. 1 and 2) are protected by traffic control devices.

Remove manhole (Nos. 1 and 2) covers and test for an atmospheric hazard.

Employees (B) (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1).

Employee (E) with appropriate safety equipment descends to invert of manhole (No. 2).

Note: After all employees have entered, employees (B) And (E) must disconnect the self-retracting cable and attach it to either the drop step or send it back up to the attendant. Self-retracting cable shall be used when entering and exiting the manhole shaft.

After employees (B) & (E) have made contact and the storm drain is declared safe, employees (C) & (D) proceed toward manhole (No. 2). The leading employee will carry the monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The atmosphere envelope shall be tested a distance of approximately 4 feet in the direction of travel. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified. They close manhole (No. 1) and proceed to manhole (No. 3) and the procedure is repeated to the completion of the job.

### **Three-Hole Open Continuous Inspection:**

This continuous inspection crew size is established with eight employees. One attendant and spotter located at each of the three open manholes and the two-person inspection crew.

### **Spot inspections:**

A spot inspection crew will consist of two employees provided that the entrant/inspector does not disconnect from the retractable lifeline and stays within the area of the manhole shaft to maintain communication. A non-entry rescue would be performed using the tripod.

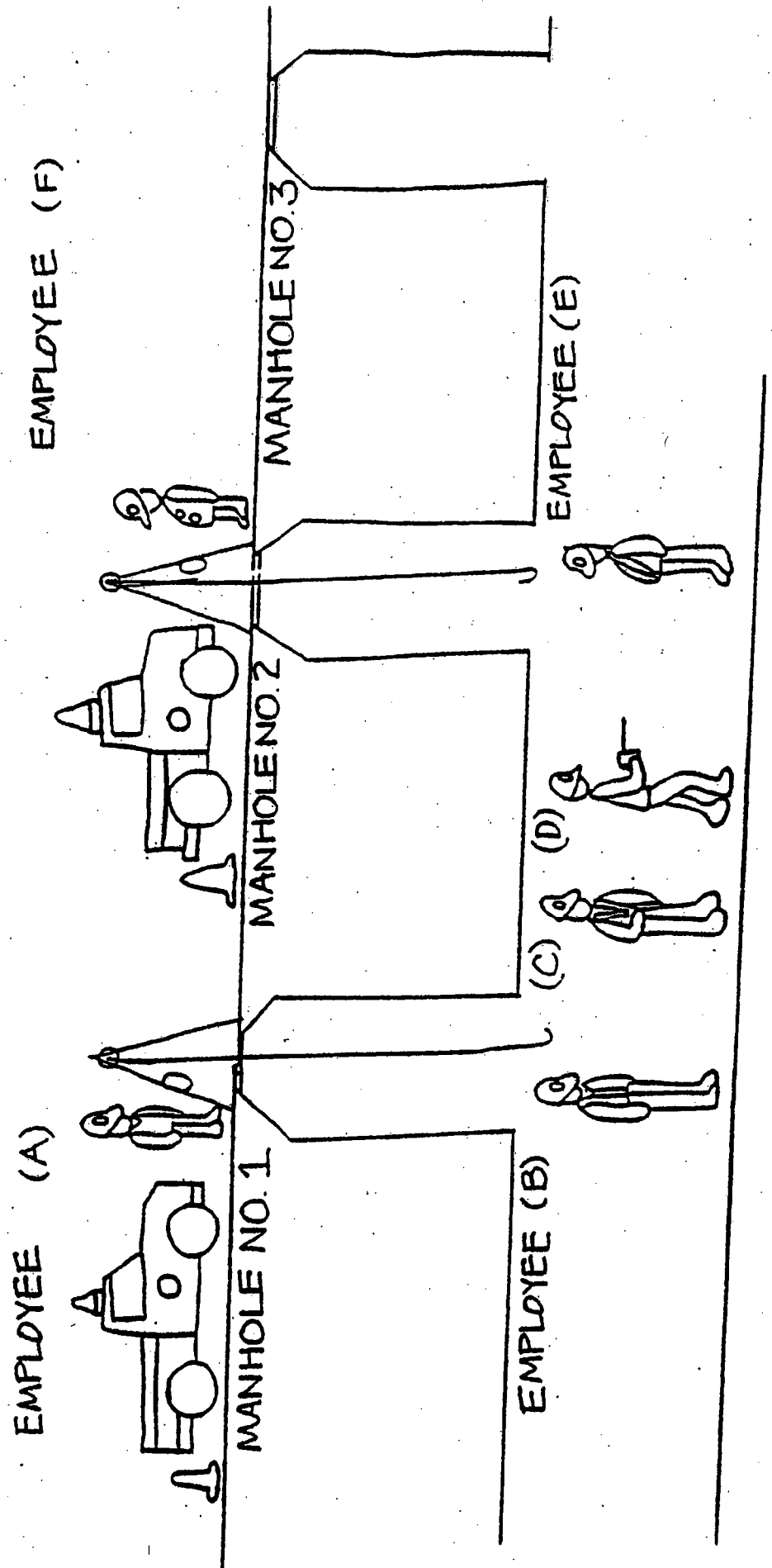
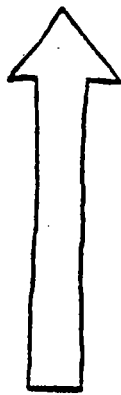
If the entrant/inspector needs to conduct spot inspection and must travel away from the manhole shaft or disconnect from the retractable lifeline, a three-man crew is required. The third employee serves as the standby/rescuer.

## **STORM DRAIN INSPECTIONS (CONT.)**

The requirements of this section also pertain to the Underground Camera Crew. As long as the entrant does not disconnect from the retractable lifeline, only two employees are required.

Figure 1  
CONTINUOUS  
INSPECTION

FLOW OF VEHICLE TRAFFIC



## **PERSONNEL ASSIGNMENT AND TRAINING - CONFINED SPACE**

A Flood Control Construction Supervisor (FCCS) in each field yard will be assigned the responsibility of supervising a crew participating in confined space entries. The crew shall consist of a minimum of six (6) employees.

1. FCCS shall be adequately trained and knowledgeable with the following:

a) General

- i. General hazards associated with confined spaces.
- ii. Specific hazards associated with the facility, location or operation.
- iii. Proper use and limitations of personal, protective equipment and other safety equipment.
- iv. Permit system and other procedural requirements.
- v. Proper response to emergencies.
- vi. Duties and responsibilities as a member of the confined space entry team.
- vii. Recognition of probable air contaminant overexposure symptoms to themselves and co-workers, and method(s) for alerting attendants.

b) Atmospheric monitoring training

- i. Proper use of atmospheric monitoring instruments. This shall include zeroing and daily bump checks of the instrument.

c) Respiratory protection training

- i. Use, maintenance and limitations of respirators.

2. The FCCS will have the responsibility of training each member of the confined space crew. Training will include the items in Article 1a, b & c.

Note: Only physically fit employees who have been properly trained and do not exceed harness and tripod-weight limitations (310 lbs.) with equipment on shall be allowed to inspect and work in a confined space. Employees shall have good eyesight. Employees required to use respiratory protection shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. See Figure 2 Page A-4.2. (Respirators)



## **PERSONNEL ASSIGNMENT AND TRAINING - CONFINED SPACE (CONT.)**

Employees should be screened for:

- a. Claustrophobia - Fear of working in small/dark areas
- b. Fear of insects, snakes and rats
- c. Fear of wearing masks or hoods

3. The FCCS will have the responsibility to ensure that all safety equipment and materials designated for use and including:

- a. Weekly inspection of all safety equipment.
- b. Monthly report of all repairs made or needed on safety equipment.
- c. Daily Functional (Bump) Test, shall be performed prior to each day's use.  
A functional test is defined as a brief exposure of the monitor to a known concentration of gases for the purpose of verifying sensor and alarm operation and is not extended to be a measure of the accuracy of the instrument.

If an instrument fails to operate properly following any functional "Bump" test, a full instrument calibration shall be performed prior to use.

- d. Calibration of air monitoring equipment shall be done twice a month, to ensure maximum accuracy.

## **PUMP PLANTS: SUMP CLEANING**

Sump cleaning requires a minimum of one attendant and one standby employee when either utilizing a vactor truck or removing debris by manual labor. There is potential exposure to hydrogen sulfide (H<sub>2</sub>S) and other hazardous waste; therefore, the sump area has been classified a "Permit-required" confined space.

All entrants and attendants shall be confined space trained. A confined space permit for sump cleanouts shall be used from the confined space manual, authorizing entry into the sump.

### **ACCESS**

Access to the sump is either by stairs or by a ladder. If the access is by a ladder more than 20 feet in length, a tripod and self-retracting lifeline shall be used as fall protection. If the ladder is more than 5 feet in length, a tripod must be nearby for rescue purposes. Any access to the sump by a ladder requires all entrants to wear a full body harness.

Access to the sump by stairs requires that a stretcher where applicable be on hand in case of an emergency. This will allow the injured employee to be carried up the stairs. No tripod is required as long as access is by stairs.

### **PERSONNEL**

1. One employee will serve as the attendant at the top of the stairs or the ladder. They may also be stationed at the opening in the floor that the vactor truck is using as access to the sump. In the event of an emergency the attendant reacts accordingly:

**ACCESS BY STAIRS:** If the entry to the sump is by stairs, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will shut down the vactor and call EMS by phone or radio. The operator then must return and assist the attendant.

**ACCESS BY LADDER:** If the entry is by ladder, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will then shut down the vactor and call EMS by phone or radio. The attendant shall set up the tripod for the rescue of the injured employee. The attendant shall not leave the area of the tripod.

2. A second (standby) employee will be stationed at the bottom of the stairs, below the opening in the floor or at the base of the ladder. He monitors the gas meter and has a SCBA with him. The function of the standby is to monitor the entrances and be the visual communication between the entrants and the attendant. In case of emergency, he dons the SCBA and acts as a rescuer.
3. At least one of the entrants in the confined space shall be carrying a gas meter in the area that the work is being done. This would be at the end of the vactor hose or where the sump is being disturbed. All entrants shall be equipped with 10-minute escape packs.

## **PUMP PLANT PAINTING**

This section applies to all Pump Plant Painting projects, and precautions that need to be taken before job begins. Flood Maintenance Division (FMD) shall be notified to arrange entry into all FMD facilities.

Exposures to high vapor concentrations can produce undesirable symptoms when painting. A Material Safety Data Sheet (MSDS) shall be reviewed before the job is to begin. A MSDS shall be on site during painting operation.

### **Note:**

Not all pump plants have large bay doors to ventilate air inside a pump plant. Portable ventilator with flexible ducts may be required if it is determined that natural ventilation and/or fixed mechanical vents are not sufficient to aerate the work area. The on-site supervisor or Division's Safety Coordinator may notify Risk Management to assist with evaluating the need for ventilation.

The following are requirements that shall be followed by the painters during this operation:

1. Upon initial entry into the pump plant, applicable confined space entry procedures for pump plants must be followed and the atmosphere must be checked with a confined space gas (4 Gas) detector for the following gases: Oxygen content, flammable gas(LEL), Hydrogen sulfide, and Carbon Monoxide. This check shall be performed in all regions of the pump plant (for "pockets" of gas) especially around the entrance to the sump area by a trained employee.
2. If gas levels are within allowable levels, Oxygen content (between 19.5%- 23.5%), flammable gas (<10% LEL), hydrogen sulfide (<10ppm), and carbon monoxide (<35ppm), the gas detector may be removed if they are needed elsewhere. However, it is recommended that they be operating for the duration of the painting operation if possible.
3. Adequate ventilation is mandatory even if the gas detectors are running. Confined space gas detectors do not test for propylene Glycol or Texanol Ester Alcohol. Some pump plants such as the Cerritos pump plant have a combination of large bay doors and standard doors that, when open, will provide adequate "natural ventilation." If fixed mechanical air vents are present, they shall be turned on for the duration of the painting operation. If air vents have an "automatic" mode which would allow them to be left on after the painters leave, they should be left on so the pump plants are ventilated for subsequent entries.

## **SUBDRAIN INSPECTION & MAINTENANCE**

This section applies to the many different types of sub-drain systems that Flood Maintenance is responsible for maintaining.

### **Cleanout Only**

A Confined space permit for sub-drain vault clean out activities is not required when employees are cleaning a sub-drain with a vactor truck and not entering the sub-drain vault. The following procedural guideline shall be followed.

1. Remove bolts and lids.
2. Sample the air if the vault is not full of water this ensures there is not a high concentration of hydrogen-sulfide.
3. Use the vactor truck to remove sediment from the vault.
4. Replace the lids and bolts.

**Note:** No employee may break the plane of the sub-drain lid without completing a Confined Space Permit for sub-drain vault clean out activities.

### **Cleanout and Maintenance**

Entry into a sub-drain vault must be done for inspection and maintenance of the flap gates on a routine basis. Entry into a sub-drain vault is a "Permit-Required" confined space. Completion of the Confined Space Permit for sub-drain vault clean out activities is required prior to entry. A minimum of **two** employees will be required for sub-drain entry.

Provided that the entrant does not disconnect from the retractable lifeline and stays within the area of the opening. Two employees are needed for sub-drain entries, one entrant and one attendant. If the entrant disconnects from the retractable lifeline, a three-man crew will be required. The third employee serves as the standby/rescuer. There may also be the need for an employee to operate the vactor truck or a pump to remove the water.

There are different types, styles and configurations of sub-drains. The guidelines are as follows.

Water must be diverted from the sub-drain lid, an alignment scratch mark can be placed on the lid and ring to help align bolts holes when reinstalling the lid. The bolts and lids are removed.

## **SUBDRAIN INSPECTION & MAINTENANCE (CONT.)**

### **Cleanout and Maintenance (cont.)**

The vault is cleaned with a vactor truck or it can be pumped out onto a water truck or both. A barrier around the manhole is placed to prevent water from entering the vault. When the vault is empty, the atmosphere shall be tested prior to the initial entry and tested continuously while occupied.

Note: All water removed from the vault shall be decanted back into the vault.

Due to the noise produced by the pumps and the vactor truck, hearing protection is required.

Note: The entrant must be on supplied air or a full minimum 30-minute SCBA and conduct a complete full inspection and pre-test of all equipment prior to entry.

Before the employee enters the sub-drain a Tripod must be set over the Manhole. The entrant shall be required to use a full body harness, a fully dawned 30-minute (minimum) SCBA and/or a 10-minute SCBA attached to a supplied air line. He then enters the sub-drain vault and is handed the tools needed. The entrant never removes himself from the fall arrest system as this is used in case of a rescue if needed.

When the work is completed, the entrant exits the sub-drain unhooks the fall arrest and removes the SCBA.

## **FORCED VENTILATION**

Facilities which are not ventilated shall be tested for a hazardous condition before the space is opened (manholes, vertical shafts, subdrains, etc.).

Note: Tests should be taken at levels (heights) not to exceed 4 feet apart of the confined space before entering.

When a hazardous condition has been detected, entry is not permitted unless:

The area is purged with forced ventilation from a clean source of air and re-testing has demonstrated that the hazard has been eliminated. Continuous forced ventilation shall be supplied during the entire work shift. All personnel entering and/or working in the facility shall be equipped with a 10-minute self-contained escape air pack.

### **Important**

The atmosphere within the facility shall be continuously tested.

## **SIMULATED RESCUE DRILLS**

### **Confined Space**

Every member of the crew including alternates who work in a confined space under a "permit-required" entry shall participate in making practice rescues at least once every six (6) months. Simulated rescue operations shall include removing mannequins or actual persons from a representative permit-required space.

A report on the simulated drill containing the following items shall be prepared and kept on file for a period of three years.

1. Description of simulated rescue drill
2. Location of drill
3. Time and date of drill
4. Employees involved in drill
5. Duration of drill
6. Type of equipment used

## **FIRST AID TRAINING**

Personnel who work in confined space facilities shall be trained in First Aid and Cardiopulmonary Resuscitation (CPR). At least one attendant of the confined space crew shall have current certification in First Aid and CPR. If the crew members rotate responsibilities, more than one shall have a current First Aid certificate.

For proper first aid treatment, please refer to the American Red Cross Standard First Aid Manual.



## **EMERGENCY RESCUE PROCEDURE**

Before starting any assignment, the supervisor shall inform the crew about the emergency rescue procedures for that particular job. Each member of the crew shall be assigned a specific task to perform during an emergency. Employees who wear prescription glasses and who are assigned as a Rescuer shall install Spectacle Mounts in the SCBA face mask they will be using in the event of a rescue emergency.

### **A. General Emergency Rescue Procedure**

When at any time there is any questionable action or non-movement by the employee inside, a verbal check will be made. If there is no response, the employee will be moved immediately. Exception: If the employee is disabled due to falling or impact, he/she shall not be removed from the confined space unless there is immediate danger to his/her life. Local fire department rescue personnel shall be notified immediately, and shall remove the injured employee.

#### **1. Employee(s) assignment within the confined space:**

- a) Evacuate space, using 10-minute escape respirators and alert attendant.
- b) Rescue employee(s) put on a minimum 30-minute SCBA's, enter space, and using a stretcher, if possible, move injured employee to nearest exit.
- c) Attach retrieval line to injured person when making a rescue through a top opening.

**Note:** Continuous communications shall be maintained between the employee within the confined space and standby personnel.

#### **2. Attendant(s) (stand-by) outside the confined space shall:**

- a) Tripod equipment with a self-retracting lifeline shall be positioned above the manhole opening, used as fall protection during entry into and exiting, and including rescues.

**Note:** Any vertical entrance exceeding 20 feet or any storm drain opening, the tripod shall already be in position.

- b) Provide retrieval line, carts, respirator(s), stretcher, etc., as needed to assist in the rescue operations.
- c) Operate the tripod to remove the injured person from the confined area, and proceed with first aid, cardiopulmonary resuscitation, or rescue breathing, as needed.

**Note:** The attendant shall not leave the area, nor enter the confined space area unless relieved by another qualified attendant.

**A. General Emergency Rescue Procedure (cont.)**

**3. Supervisor:**

- 1) Notify the Department's radio operator of the injury and location of the emergency and request assistance from the Fire Department rescue unit. (The name of the injured should not be given in radio communication).**

### **REQUIRING EMERGENCY ASSISTANCE**

Each vehicle shall have a copy of the Directory of Physicians and Medical Facilities for Industrial Injury.

If the injury is a life-threatening situation, the victim could be taken to a non-listed medical facility.

When an injury occurs requiring medical assistance, it must be immediately reported to the radio operator who will call 911 and ask for assistance.

## **REQUIRING RADIO EMERGENCY ASSISTANCE**

The following guidelines are to be used when reporting injuries to the radio operators. These procedures are to be used when calling the radio operators for emergency assistance.

If the radio call is after normal working hours, the Flood Dispatch Group may have to be used (System 2, Group 1) to reach an operator.

- 1) When calling the radio room, use the phrase "CODE 3" which stands for "Emergency, act immediately." This alerts the radio operators to give the call top priority.
- 2) Give the operators the radio number of the vehicle calling.
- 3) Give the area or city that the call is coming from.
- 4) Give the location, street address, and cross streets where help is needed.
- 5) Give the type of emergency and what type of services are needed. This may be the police, paramedics, fire department, or swift water rescue.
- 6) Inform the operator if any Department vehicles or employees are involved.
- 7) Be prepared to give necessary details about the incident.
- 8) Stay near the radio if possible to supply the operators with further information.
- 9) Contact the supervisor or the area yard.

# Permits-Copies

## **PERMITS**

The following type of permits are valid for use during the 2003 calendar year. Individual copies are included.

### **A. "Non-permit" Confined Spaces**

1. Pump Plants
2. Injection Well Vaults
3. San Gabriel Tunnel
4. San Gabriel Silo
5. Catch Basins
6. Pressure Reducing Station
7. Cogswell Water Filtration System

### **B. "Permit-required" Confined Spaces**

1. Pump Plants - sump activities
2. Various Facilities
  - hotwork (welding)
  - generic confined space permit
3. Storm Drains
  - continuous inspections
  - spot inspections
  - cement work and clean-out
4. Subdrain Vaults
  - cleanout
5. Catch Basins
  - cement work
6. CDS
  - sump cleanout
7. Debris Basin Tower - inspection

Each October the areas will be responsible to review their particular permits and make changes as necessary. These changes will be submitted to the Headquarters Division Safety Coordinator who will incorporate changes and validate the permits for another calendar year.

"Non-permit" sign-in sheets posted at permanent flood facilities are valid for a year, however, each month a new sign-in sheet shall be posted. A copy will be kept on file at the yard.

"Permit-required" entry permits will be issued on individual work assignments by the Construction Supervisor. A new permit is required for each new project.

# Record Keeping

## **RECORD KEEPING**

The following documents shall be maintained at the yards for a period of three years.

1. Sign-in sheets for both "Non-permit" and "Permit-required" areas.
2. Simulated rescue drills.
3. Records on all individuals who work in confined space facilities and had training in:
  - a. Confined Space
  - b. CPR and First Aid
  - c. Hold current certification in CPR and First Aid
  - d. Respiratory protection training in SCBA's
  - e. Traffic control training
  - f. Hazpower certification with annual refresher certificate
4. Maintenance records on safety equipment and air monitoring instruments.
5. Continuous readings taken during:
  - a. storm drain inspections
  - b. work assignments in "permit-required" spaces
  - c. work assignments exceeding one(1) hour

### **Note:**

Downloading the recorded readings in the monitors will be completed daily. The month prior's information will be stored on PC disks, on the first of every month.

In an event of employee exposure to levels above Factory meter settings or (IDLH), and after all employees have been pulled out safely. The supervisor or attendant then must write on the entry permit (comment section) the time, location, and the names of exposed employees.

A print out from the meter's day events shall be printed and attached to the permit for documentation of incident.



# Mobile Equipment

## **MOBILE EQUIPMENT - FOR PERMIT REQUIRED CONFINED SPACE WORK**

Two trucks shall be assigned to the storm drain inspection crew. Each truck will be equipped with an amber, rotating or oscillating warning light, traffic directional board, mobile radio and the following equipment:

### **1. Respirators**

- a. One, 10-minute, self-contained escape air packs for each person entering a permit required confined space.
- b. Two, 30-minute minimum self-contained breathing apparatus (SCBA).

### **2. Monitoring Instruments**

Three audible/visual alarm meters for oxygen content/explosive gas (LEL)/hydrogen sulfide/carbon monoxide.

### **3. Traffic Delineators**

Ten traffic cones 28-inch (minimum).

### **4. Storm Drain Carts**

One storm drain cart.

A cart for the purpose of transporting an employee through an area too small for the employee to stand erect.

### **5. Ladder - 20 ft. Extension (Optional)**

One fiberglass extension ladder per inspection crew. A wooden ladder may be used as a substitute for a fiberglass ladder, but at no time shall any metal ladder which can conduct an electrical current be used.

### **6. Tools**

1 each	digging bar, 5 foot
2 each	hammer, striking 4 pounds brass/copper
2 each	lifters, catch basin grate
4 each	lifters, catch basin cover
2 each	lifters, manhole cover, manual
2 each	lifters, manhole cover, easy lift
2 each	picks, railroad with fiber glass handle
2 each	shovels, round point, long handle
1 each	socket set with deep sockets of various sizes

## **MOBILE EQUIPMENT - FOR PERMIT REQUIRED CONFINED SPACE WORK**

### **7. Harness**

Full body harnesses with shoulder, front, and rear D-ring attachments for lifeline for all personnel entering a confined space.

### **8. Tripod with hoists**

One tripod equipped with a self-retracting lifeline and auxiliary equipment hoist.

### **9. First Aid Kit & Biohazard Kit**

#### **a. One First Aid Kit.**

A monthly inspection shall be taken to determine what items need to be replenished.

#### **b. One blanket.**

#### **c. One pair of splints or splint materials.**

#### **d. One stretcher.**

#### **e. Two, bottles of 32 oz. eye wash**

### **10. Flashlights**

All personnel entering a permit-required confined space will be provided with an approved flashlight.

### **11. Anti-Slip Shoe Devices**

Twelve anti-slip shoe devices.

### **12. Hearing Protection**

Twelve ear plugs.

All equipment and tools shall remain with the vehicle(s) at all times.

# Respirators

## **RESPIRATORS**

A SCBA is self-contained to supply fresh breathing air on demand. A single tank of compressed air, carried on the back, provides the air, and a regulator controls the flow of air to the face mask. Exhaled air is released to the atmosphere.

A Self-Contained Breathing Apparatus (SCBA) is designed to protect the wearer with respiratory protection while working in hazardous atmospheres.

SCBA is designed to protect the wearer against eye irritation, oxygen deficiency and/or inhalation of toxic contaminants.

When engaged in rescue where protection against a hazardous atmosphere is needed, the employee(s) shall use a SCBA.

### **A. Major Components**

#### **1. MASK**

The mask provides full face protection plus a wide range of vision. It is made of soft rubber and is provided with numerous adjusting straps so that the wearer is assured of an airtight seal regardless of individual face configurations. The mask also contains a speaking diaphragm and an exhalation valve.

#### **2. HARNESS**

The harness is provided with adjusting straps to provide personnel with a proper fitting apparatus and to hold the air cylinder rigid. It also provides a mounting for the regulator.

#### **3. HOSES**

A high-pressure, semi-rigid hose is used to connect the cylinder to the regulator. The hose used to connect the mask to the regulator is of a flexible nature to allow freedom of movement.

#### **4. REGULATOR**

The demand-type regulator serves two functions. It reduces the pressure entering from the cylinder to a workable pressure and it also regulates air to the wearer on demand.

## **RESPIRATORS (CONT.)**

### **5. AIR TANK**

When a SCBA is used, the air pressure at the regulator shall not exceed the maximum air pressure specified by the manufacturer of the respirator.

**Note:**

The Confined space crew and back-ups shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. See Figure 2, Page A-4.2.

### **B. Inspection and Maintenance of Respirators**

Respirators shall be inspected and sanitized after each use and inspected monthly. A record of the most recent inspection shall be maintained on the respirator or its storage container and shall include the inspector's identification, the date, and a respirator identification number. The following items shall be tested:

1. **Exhalation Valve:** This valve may be tested by visual inspection and by clearing the face mask, covering inhalation tube, and inhaling. If the mask is tight on the face and leakage is noted, the valve should be removed for closer inspection.
2. **Pressure Regulator Diaphragm:** Inspect by removing the back plate on the pressure regulator and removing the diaphragm. Place the diaphragm before a strong light and inspect for pinholes, punctures, or other openings. Replacement of the diaphragm is necessary if any of the above conditions are noted.
3. **Inhalation Tube:** Inspect for cracks, punctures, or other openings. This test may be made at the time the exhalation valve is tested.
4. **Face Piece:** Inspect entire mask for general condition, face shield, and all clamps for tightness.
5. **Air Tank:** Inspect tank fittings for leaks.

Figure 2



The shaded portions are your respirator seal areas. Facial hair is Not Permitted on these portions of the face.

## Unacceptable



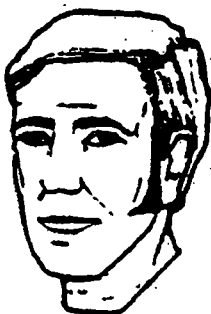
Full Beard



Goatee & Narrow Mustache



Goatee & Wide Mustache



Extended Side Burns

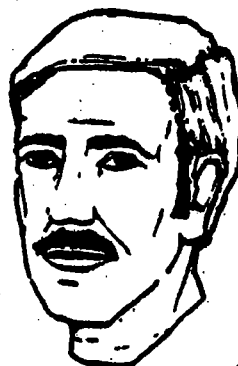
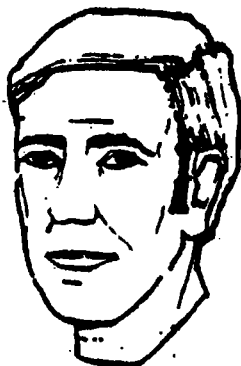


Fu Manchu Mustache



Wide Mustache

## Acceptable



**C. Testing for Leaks**

To test the complete assembly, open the cylinder control valve and the main line control valve on the regulator. Note the reading on both pressure gauges. Close the cylinder control valve and observe the regulator pressure gauges for a 3-minute period. If the pressure drops more than 100 psi in this period, inspect all fittings and hoses for leaks. Soapy water will aid in detecting leaks. Notify your immediate supervisor if a leak in the system or defective parts are noted.

**D. Cleaning**

1. Respirators shall be cleaned and sanitized at least monthly, but weekly for routinely used respirators.
2. Soap and water are the only materials needed to clean respirators.
3. Respirator equipment shall not be passed from one person to another until it has been cleaned and sanitized.

**E. Storage**

When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals.



Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 606  
**Bid Title :** AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE FACILITIES REPAIR  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** CONSTRUCTION SERVICE, GENERAL (DIGGING, DITCHING, ROAD GRADING, ROCK STABILIZATION, ETC.)  
**Open Date :** 2/9/2006  
**Closing Date :** 2/27/2006 5:30 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the As Needed Emergency Flood Control and Road Maintenance Facilities Repair Program. The total annual cost of this service is estimated to be \$1,000,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, Proposer and its on-site supervisor must have a minimum of five years' experience in flood control and/or road facilities repair work, and Proposer must possess a valid California Class A General Engineering Contractors' License. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Ms. Erin Lomas at (626) 458 4049, Monday through Thursday, 7 a.m. to 5:45 p.m.

A Proposers' Conference will be held on Monday, February 27, 2006, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Monday, March 13, 2006, at 5:30 p.m. Please direct your questions to Ms. Lomas at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

**Contact Name :** ERIN LOMAS  
**Contact Phone# :** (626) 458-4049  
**Contact Email :** [ELOMAS@LADPW.ORG](mailto:ELOMAS@LADPW.ORG)  
**Last Changed On :** 2/14/2006 8:43:42 AM

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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: W. M. Lyles Co.

My County (WebVen) Vendor Number: 13145801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): ±300					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Ownership/Partnership Associate Numbers		Employees		Staff
Black/African American	0	0	0	0	4
Hispanic/Latino	0	0	0	0	91
Asian or Pacific Islander	0	0	1	0	1
American Indian	0	0	1	0	6
Filipino	0	0	0	0	0
White	0	0	26	1	111


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: 	Title: Todd R. Sheller Vice President	Date: March 13, 2006
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FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Steve Bubalo Construction Co.

My County (WebVen) Vendor Number: 50486201

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	African American		Hispanic/Latino		Asian or Pacific Islander
Black/African American					1
Hispanic/Latino					19
Asian or Pacific Islander					
American Indian					
Filipino					
White	1	1	2	1	11


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: John C. Schiller President & Gen. Mgr.	Date: 3/10/06
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